

# Official Photo Contest Rules

## American Spaces Photo Contest 2021

### Contest Sponsors<sup>1</sup>

The American Spaces Photo Contest 2021 is sponsored by the U.S. Department of State, U.S. Embassy Dushanbe and Its American Spaces Partners in Tajikistan (the “Contest Sponsors”).

### Contest Objectives

The goal of the American Spaces Photo Contest 2021 is to further the skill of photography among residents of Tajikistan, promote local economic development by advertising the tourist potential of various Tajik communities, and promote an increase in Tajik social media engagement and awareness.

For a 12-month period from January 2021 to January 2022, amateur photographers who are residents of Tajikistan from the age of 13 and up are invited to participate in a photo contest conducted through the eight American Spaces in Tajikistan: Dushanbe, Khujand, Bokhtar, Kulob, Isfara, Panjakent, Khorugh, and Gharm. On a weekly basis, photo entries voted the “best” based on a range of criteria, will be published on your American Space’s Twitter account. The best photos from across all eight American Spaces will be published weekly and monthly on the U.S. Embassy’s Twitter account. The photographer who submits the highest-voted photo each month will receive a free digital camera, and the 12 winners over the course of a year will be invited to travel to Dushanbe to display their photos at an exhibit in Dushanbe at the conclusion of the contest. These 12 winners will have their travel, lodging, and per diem in Dushanbe covered by funds coming from USG grant funds allocated to American Space implementing NGOs.

### Platform(s)

Events from this contest may be announced and promoted on various Social Media platforms including **Twitter, Facebook, and Instagram**, but contest entry and administration will take place through Twitter and e-mail to the American Space coordinators. Contest winners may also be announced on **Twitter, Facebook, and Instagram**; however **Twitter, Facebook, and Instagram** are not partners or sponsors of the contest. Contestants are reminded that by participating in the contest and uploading content to **Twitter**, they are bound by **Twitter’s** Terms of Service and any agreement with **Twitter** contained therein.

---

<sup>1</sup> Throughout the contest rules, the term “Sponsors” refers to either single or multiple sponsors, as applicable.

## How to Participate

**Please Note:** Participation in this contest will be deemed as acceptance of these Official Contest Rules.

To be *eligible* to submit a photo entry in the contest, you must be at least age 13 and must complete and return to Contest Sponsors the Contest Registration form and the Statement of Eligibility, License and Release at the start of the contest. You may request that your identifying information be kept private. If you are under 18, your parent or legal guardian must also sign the Statement of Eligibility, License, and Release. You may not submit an entry if you are a professional photographer. For further eligibility-related details, see the “Contestant Eligibility” section below.

Each American Space will organize a Photography (Photo) Club prior to the start of the contest. You are encouraged to join your Space’s Photo Club by contacting your American Space; there is no charge for joining one. Contact information for each American Space is located here: <https://tj.usembassy.gov/tg/education-culture-tg/american-spaces-tg>. The contest is open to Photo Club members and non-members alike. Although membership in a Photo Club is not required for submitting a photo entry, only members of the Photo Clubs will be eligible to vote in the first stage described in the “Voting Process” section below.

To submit a photo entry in the contest, you must follow the following steps:

First, add your Twitter handle onto your photo and e-mail the photo to your American Space. (If you need assistance adding your Twitter handle, inform your American Space when you send your e-mail, and they can assist you.)

Second, upload your photo to your personal Twitter account, tag your American Space, and use the hashtags: #ОзмунниАксҷотӣ, #Tajikistan, #USAваТоҷикистон, and #TajikTravel. Your Twitter posting should include a short description of your photo in Tajiki, English, or Russian.

You may submit only one photo entry per week. You cannot submit a photo taken by another person; you must have taken the photo that you submit. Your photo must be an original photograph in digital or analog format. For further submission-related details, see the “Photo Entry Requirements” section below.

## The Voting Process

First, each week, each American Space's Photo Club members will review the photo entries submitted by e-mail to their Space and vote to select the four most noteworthy photos of that week, based on the following factors:

1. How well the photo satisfies basic elements – clear, colorful, well-framed, balanced, effective use of light.
2. How well the photo captures the beauty of Tajikistan.
3. How well the photo includes composition elements: Rule of Thirds, Leading Lines, Diagonals, Framing, Contrast, Vividness (closeness to subject), Patterns, Symmetry
4. If the photo includes people, how well it shows: Emotion, Action, and Engagement (interaction).

**Please Note:** If you submitted a photo entry and are a member of a Photo Club, you may not vote for your own entry in this first stage of voting.

Next, each American Space will post the four photos selected for that week by its Photo Club onto its Twitter feed in a single posting, along with the Twitter handles of the contestants who submitted those photos. Then, each Space will post a Twitter poll, asking its followers to vote on which photo they like best, listing each contestant's Twitter handle. After 6 days of voting, the top-voted photo from each Space will be posted onto the U.S. Embassy's social media accounts, at which point the Embassy will post a Twitter poll asking its followers to vote for the "best" photo of that week out of all eight Spaces. The photo receiving the most votes will be featured by itself on the U.S. Embassy's Twitter page.

Each month, the Embassy will post onto its Twitter account the previous weeks' "best" photos and post a Twitter poll asking its followers to vote for the "best" photo of that month. The contestant whose photo receives the most votes will be that month's winner and receive a free digital camera.

After 6 months and 12 months, each American Space will print the preceding "best" monthly photos and display them as an exhibit at the American Space or at another appropriate location in its city. At the conclusion of the contest, all 12 monthly winners will be invited to travel to Dushanbe to display their photos at an exhibit at the Dushanbe American Space or another appropriate location in Dushanbe. The U.S. Embassy will cover the costs of printing and framing a set number of winning photos, and funds from U.S. grants will cover the expenses of the monthly winners' transportation and lodging costs and per diem in Dushanbe, as set in advance by the Contest Sponsors. Finally, an overall 12-month winner will be selected by an online poll through the Embassy's social media accounts, and receive a free DSLR camera.

Any complaints should be directed to an American Space coordinator and/or to the U.S. Embassy's Facebook page via an instant message.

The contest commences at «**January 4, 2021** », in «**Tajikistan**». Entries may be submitted between «**January 4, 2021**», and «**January 4, 2022**». Judging begins on «**January 5, 2021**» and ends on «**January 3, 2022**»

### **Contestant Eligibility**

- a. Contestants must be at least **13** years old on the date of entry into the contest. Parental or legal guardian consent is required for individuals under the age of 18. Contestants must complete and return to Contest Sponsors a Contest Registration form and a Statement of Eligibility, License, and Release.
- b. Contestants must be residents of **Tajikistan** and may not be U.S. citizens or lawful permanent residents of the United States.
- c. An individual submitting a photo entry will be considered a contestant. Organizations are not eligible to compete for a prize, either as an entity or through representation by an individual. In order to be eligible for a prize, a contestant must provide complete and accurate information as may be required under these Rules.
- d. The following individuals are not eligible to participate in the contest: Employees, interns, directors, officers, and any other staff members of the Contest Sponsors, **Twitter, Facebook** or any employees, interns, directors, or officers of any agencies, companies or other entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.
- e. Once a submission has been accepted for entry into the contest, the contestant's name (or User ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

### **Photo Entry Requirements**

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.

- b. Submissions must be original content created by the contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (e)). Contest Sponsors recognize no allowance for "fair use" of any copyrighted material in a submission, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.
- c. Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d. In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these Official Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.
- e. By submitting a photograph to the contest, the contestant affirms that he or she has obtained written consent from any individuals whose image or likeness appears in the photograph (or from the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence). The contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents upon request. Failure to obtain any such consents may result in the disqualification of the photo submission at the Contest Sponsors' sole and absolute discretion.
- f. All photo entries are subject to pre-screening by Contest Sponsors to ensure compliance with these Official Contest Rules. Any photos out of compliance will not be posted for voting. If needed, a panel of U.S. Embassy staff, to include the Information Officer, Media Assistant, and Public Affairs Officer, will hold the sole and absolute right to make final determinations on whether a submitted photo complies with these Official Rules. Contest Sponsors reserve the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before its posting to the contest site, the awarding of a prize, the recognition of a winner, etc.

### **Technical Format Requirements**

Photo submissions must be in **JPG** format, **10** megabytes or smaller, but photo size must be no smaller than 1024x768 pixels. Submissions should not have any visible watermarks, signatures, or personally identifiable information.

**Retouching of Photos:** The submitted photograph cannot be significantly retouched: nothing in

the photograph (people, animals, scenery, objects, etc.) may be altered, removed, or rearranged. Cropping is permitted, as is darkening, lightening, or color alteration of the image.

### **Winner Selection**

- a. Weekly and monthly winners will be decided by online voting as outlined earlier in these Rules.
- b. Winners: Each monthly winner must provide a short bio (where applicable) and a brief statement about her or his submission; otherwise s/he will be ineligible for any prize. Winners will be contacted via e-mail at the e-mail addresses they provided at the time of registration. The inability of Contest Sponsors to contact a potential winner may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

### **Prize(s)**

A digital camera will be awarded to each monthly winner, as consistent with the rest of these Rules. Each monthly winner will also be invited to display his/her winning photo at an exhibit in Dushanbe at the conclusion of the contest. For this event, lodging, transportation, per diem, printing, and photo framing costs for the winners will be covered by the Contest Sponsors.

No more than 2 camera prizes will be awarded to contestants from any single American Space. *I.e.*, in the event two contestants from the same Space become monthly winners, any subsequent monthly winners out of that Space will not receive a camera. Further, no contestant may become a monthly winner more than once; should voting result in such a situation, the contestant whose photo received the second-highest number of votes will be that month's winner.

- a. Winning photographs may be displayed on U.S. Embassy Dushanbe's website, social media properties, and/or in the Embassy itself.
- b. Winners have to confirm the acceptance of the prize (as applicable) in an e-mail reply within three calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsors reserve the right to select an alternate winner. Each winner must provide a valid physical mailing address where a prize, if any, is to be shipped. Contest Sponsors are not responsible for any problems related to the shipping of any prize, including, but not limited to, theft, delay, damage, or destruction/accidental loss by the shipping carrier.
- c. Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. Any taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

## **Liability and Rights**

- a. Contest Sponsors do not endorse any submissions/entries or messages expressed therein, and Contest Sponsors expressly disclaim any and all liability in connection with the submitted photos
- b. The contest and its sponsors do not permit copyright-infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's intellectual property rights.
- c. Contestants retain sole ownership of their original photographic works. The photo submission remains the intellectual property of the contestant, and the Contest Sponsors make no claim of copyright as to the work of any individual who enters the contest. Contestant specifically agrees to give the Contest Sponsors permission to use all content submitted for purposes of judging the contest. Contestants will be required to grant Contest Sponsors a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable, and transferable license to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use the submission in connection with the contest in any media formats and through any media channels.
- d. Contestant assumes sole responsibility for her or his contest submission/entry and the material contained in it, and for any consequences of submitting or posting it.
- e. Contest Sponsors reserve the right at any time to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules. Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.
- f. If a prize or any portion thereof is unavailable, Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- g. Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of a platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.
- i. Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent entities, subsidiaries, and affiliated bureaus, offices, and agencies, as well as their officers, directors, employees, interns, agents, and contractors from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses

(including but not limited to attorney's fees) arising from (i) her or his participation in the contest; (ii) any violation by her or him of these Official Contest Rules; (iii) any violation by her or him in connection with the contest of any third party right, including without limitation any intellectual property, privacy, publicity, proprietary, or other legal right; and (iv) any claim that her or his contest submission caused any harm, including financial, to any third party. These indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the contest.

- j. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.
- k. Contest Sponsors will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by the U.S. Department of State and may be used to contact contestants for other purposes in the future. This information may be shared with other Contest Sponsors and/or made available to third parties to the extent permitted by law.
- l. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any individual's participation in or attempt to participate in the contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.
- m. Use of any contest site is at the user's own risk. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the contest, use of any contest site or the downloading of information from a contest site. By participating in the contest, the contestant releases Contest Sponsors from any and all claims arising from

or relating to such contestant's participation in the contest, whether directly or indirectly.

- n. Contest Sponsors are not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.